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**Hearing Date:**

October 5, 2015, at 10:00 AM (EST)

**Sale Motion Objection Deadline:**

September 18, 2015 at 4:00 PM (EST)<sup>1</sup>  
(extended by agreement to Sept. 30, 2015  
at 3:00 p.m. (EST))

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*Counsel to Boy of the Year, Inc. and Many Rivers Productions, Inc.*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re	Chapter 11
RELATIVITY FASHION, LLC, et al	Case No. 15-11989 (MEW)
	(Jointly Administered)

**LIMITED OBJECTION AND RESERVATION OF RIGHTS OF BOY OF THE YEAR,  
INC. AND MANY RIVERS PRODUCTIONS, INC., TO: DEBTORS' (A) NOTICE OF (I)  
PROPOSED ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND  
UNEXPIRED LEASES IN CONNECTION WITH THE SALE AND (II) ASSOCIATED  
CURE COSTS, AGREEMENTS; AND (B) PROPOSED SALE OF SUBSTANTIALLY  
ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS,  
ENCUMBRANCES AND OTHER INTERESTS**

Boy of the Year, Inc. and Many Rivers Productions, Inc. (collectively, the  
“Limitless Producers”) hereby file this Limited Objection to the Notice of (I) Proposed

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<sup>1</sup> Counsel for the Debtors extended the deadline for the Limitless Producers to file and serve an opposition to the proposed Sale free and clear of liens, claims, interests and encumbrances, a Cure Objection, and an Adequate Assurance Objection, from September 18, 2015, at 4:00 p.m. to September 30, 2015, at 3:00 p.m. Eastern Time.

Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale and (II) Associated Cure Costs dated September 16, 2015 (the “Second Notice of Assumption”), and to the Motion for (I) An Order (A) Establishing Bid Procedures for the Sale of Substantially all of the Debtors’ Assets Free and Clear of Liens, Claims Encumbrances and Other Interests, (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto, and (C) Granting Certain Related Relief (the “Bid Procedures Order”) [Docket No. 25] (together with all pleadings and papers filed in support thereof, the “Sale Motion”), filed by the jointly administered debtors in the above-captioned proceeding (the “Debtors” or “Relativity”).

In support of the Limited Objection, the Limitless Producers respectfully states as follows:

## **I. BACKGROUND**

1. The motion picture, “Limitless,” is one of Relativity’s most successful motion picture films. Limitless is based on the novel “The Dark Fields” and a screenplay written by Leslie Dixon, who acquired rights to the source material. Ms. Dixon, through her company, Boy of the Year, Inc. (“BOTY”) and Scott Kroopf, through his company, Many Rivers Productions, Inc. (“MR”), are producers of the motion picture then entitled “Dark Fields” and now known as “Limitless.”

2. On or about July 10, 2006, BOTY entered into a Writer Agreement – Theatrical Loanout with Universal Pictures (“Universal”) in connection with the motion picture project then entitled “Dark Fields” (hereinafter, “Limitless”). Universal’s rights under the Writer Agreement, and related documents, as amended (the “Writer Agreement”) were subsequently acquired by Relativity Media, LLC (“RML”), pursuant to which RML obtained the option to

acquire all right, title, and interest in and to Limitless. Upon information and belief, RML thereafter assigned its right, title and interest in and to the Writer Agreement and Limitless to Relativity Development, LLC (“RD”), and assumed RML’s obligations in connection with the Writer Agreement.<sup>2</sup> BOTY also entered into an assignment agreement with RD in connection with Limitless, pursuant to which RD assumed all obligations under Writer Agreement and other documents.

3. In or about March 2010, BOTY and MR, on the one hand, and Dark Fields Productions, LLC (“DFP”), on the other hand, entered into a Team Producer Agreement – Theatrical Loanout (the “Producer Agreement”) pursuant to which BOTY and MR agreed to serve as Producers for Limitless.<sup>3</sup>

4. In or about March 2011, Limitless had its world premiere, and did well at the box office. In or about September 2015, the television series by the same named aired on CBS.

5. On or about July 30, 2015 (the “Petition Date”), Relativity and numerous affiliated entities filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Debtors continue to operate their businesses and manage their affairs as debtors-in-possession under Sections 1107(a) and 1109 of the Bankruptcy Code.

6. Through the Sale Motion, and the Second Notice of Assumption, the Debtors are seeking to assume certain “Team Producer Agreement – Theatrical Loanouts” for Dark Fields dated April 16, 2009 (Document Id # 23849) (the “Term Sheet”) entered into by and between BOTY and MR, on the one hand, and RML, on the other hand, and to assign these

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<sup>2</sup> The Writer Agreement contains sensitive pricing and other information. If necessary, BOTY reserves the right to submit the Writer Agreement and any other relevant documents under seal, and to request expedited discovery.

<sup>3</sup> The Producer Agreement contains sensitive pricing and other information. If necessary, the Limitless Producers reserve the right to submit the Producer Agreement and any other relevant documents under seal, and to request expedited discovery.

agreements to a “stalking horse” bidder comprised of certain hedge funds that are the primary secured lenders to the Debtors (the “Stalking Horse”). The Debtors purported to serve notice of the proposed assignment of the Term Sheet in connection with the Debtors’ proposed sale of the Debtors’ business and substantially all of its assets to the Stalking Horse, or to a successful overbidder at a bankruptcy auction.<sup>4</sup> The proposed “cure amount” listed on the Second Notice of Assumption is \$0.00. The Second Notice of Assumption also provides that the Debtors reserve their right to reject the Term Sheet pursuant to Section 365(a) of the Bankruptcy Code. Furthermore, the proposed sale order (the “Proposed Sale Order”) attached as Exhibit 3 to the Notice of Filing Second and Amended Asset Purchase Agreement and Form of Sale Order, date as of August 28, 2015 [Docket No. 348], provides that the sale to the Successful Bidder shall be free and clear of all “Liens and Excluded Liabilities (as defined herein) (other than Permitted Exceptions and those Liens securing Assumed Liabilities) . . . .” See Proposed Sale Order, Recital V, p. 7.

## **II. LIMITED OBJECTION**

Subject to this Limited Objection and the reservation of rights set forth herein, the Limitless Producers and BOTY do not necessarily oppose the sale of substantially all of the Debtors’ assets pursuant to the terms of the Asset Purchase Agreement as amended (the “APA”). However, the Limitless Producers and BOTY object to proposed sale and assumption and assignment of contracts to the extent that the Debtors seek to sell any assets including the “Purchased Contracts” (as defined in the APA) free and clear of their contractual and legal rights and interests under the Writer Agreement, Producer Agreements, and any other related documents

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<sup>4</sup> According to the Affidavit of Service filed on September 18, 2015 [Docket No.527], notice was not served on counsel for BOTY as required by the Producer Agreement. Rather, bankruptcy counsel for the Limitless Producers obtained the notice from the following website: <https://www.donlinrecano.com/Clients/rm/Static/curennotice>.

as may be amended, and under applicable law, and/or to assume, assign or sell any “Purchased Contracts” to which they do not have a property interest.

**A. The Term Sheet Was Superseded by the Producer Agreement Entered Into with DFP – a Non-Debtor Party.**

As a preliminary matter, the Limitless Producers object to the proposed assumption and assignment of the Term Sheet because, among other things, the Term Sheet has been superseded by the Producer Agreement dated March 2010, which was entered into by and between BOTY and MR, and DFP – a non-debtor entity. Because the Term Sheet no longer appears to be an operative agreement, the proposed assumption and assignment of the Term Sheet should be denied on this basis alone.

**B. The Debtors Cannot Assume and Assign Contracts to Which They Are Not Parties.**

Similarly, the Limitless Producers and BOTY object to the proposed assumption and assignment of certain other contracts to the extent that the Debtors are not parties to such contracts. The following is a summary of various relevant filings with the Copyright Office regarding title to “Limitless:”

- RML purported to assign its rights under the various agreements with BOTY and MR to DFP pursuant to a Short Form Assignment recorded on or about April 12, 2010, Copyright No. V3588D034, and a subsequent Distributor Short Form Copyright License between Dark Fields Productions, LLC and Universal City Studios Productions, LLP, recorded on or about May 20, 2010, Copyright No. V3590D314.
- DFP recorded a registration for the film “Limitless” as a work for hire encompassing the entire motion picture on or about May 21, 2012, Copyright No. PA 0001-797-689.
- Pursuant to a Short Form Assignment of Transferred Assets dated May 30, 2012, and recorded on or about June 1, 2012 as Copyright No. V3616D726P1-4, and an Amended and Restated Short form Assignment dated May 30, 2012, recorded on or about June 12, 2012 as Copyright No. V3617D065, Relativity and certain affiliates purported to convey, assign, grant and transfer and deliver to Manchester Library Company, LLC

(“Manchester”) all of their right, title, and interest in and to the transferred assets which were set out in an attachment including “Limitless.” Attached hereto as **Exhibit A** are copies of the relevant documents obtained from the United States Copyright Office.

Accordingly, based on the public filings, it appears that Manchester holds certain rights to the film “Limitless.”<sup>5</sup> To the extent that any rights to “Limitless” were not conveyed to Manchester (e.g., television series, sequels, etc.), the Limitless Producers and BOTY are informed and believe that such rights are held by DFP or some other entity, and not RM or any of its debtor affiliates. Indeed, consistent with the foregoing, the Debtors’ bankruptcy schedules do not reference “Limitless” or “Dark Fields” as an asset. Rather, the schedules reference RM’s 100% membership interest in DFP. See Schedule B13, and Schedule G [Docket No. 6]. However, the schedules also identify the Term Sheet as an executory contract. As discussed above, the Term Sheet has been superseded by the Producer Agreement dated March 2010, which was entered into with DFP.

Because DFP, a non-debtor entity, appears to have retained whatever rights to the Limitless franchise that were not conveyed to Manchester, any attempt by the **Debtors** to assume or assign the Term Sheet or any other contracts appears to be improper.

**C. Cure Objection.**

As discussed above, the Term Sheet does not appear to be an operative agreement that can be assumed and assigned by the Debtors to the Stalking Horse. However, to the extent that the Debtors continue to seek assumption and assignment of the Term Sheet or any other executory contracts involving the Limitless Producers, the Limitless Producers request that the

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<sup>5</sup> According to the APA, Manchester entered into a Library Asset Transfer Agreement dated as of May 30, 2012 with RML and certain other subsidiaries of RML. See Schedule 5.12 (Affiliate Transactions), Docket No. 258, p. 328.

Debtors provide evidence that they continue to serve as counter-parties to such contracts that the Debtors believe can be assumed, assigned or conveyed to the Stalking Horse, and which have not already been assigned to DFP, Manchester or any other non-debtor party.

Alternatively, to the extent that one or more of the Debtors continue to remain as parties to an executory contract that has not been conveyed or assigned, the Limitless Producers object to the proposed “cure amount” of zero dollars. Indeed, the last reports received for Limitless were for the quarter ending March 31, 2015, and which were paid on or about June 26, 2015. The quarterly reports for the periods ending on June 30, 2015 and September 30, 2015 have not yet been received or paid. Accordingly, until such reports are supplied as required under the Producer Agreement, the Limitless Producers are unable to determine the amounts due as of the Petition Date or thereafter. In the event that the Debtors seek to assume and assign any executory contracts with the Limitless Producers or BOTY, and such contracts are determined to be assignable by the Debtors, the Limitless Producers and BOTY request that the Debtors set aside sufficient funds to pay all “cure amounts” pending an accounting of the participations, residuals and any other compensation due under the various agreements.

**D. Consent of the Limitless Producers**

In addition, neither the Producer Agreements nor any other contract with the Limitless Producers can be assumed, assigned or conveyed as proposed in the Sale Motion without the consent of the Limitless Producers. Whether or not the Producer Agreements can be assumed and assigned at all without the Producers’ consent, regardless of cure issues or adequate assurance, is a threshold matter. These Producer Agreements were entered into by Producers in reliance on the personal expertise, knowledge, and experience of DFP’s management and track record with respect to producing and releasing first-run films, and cannot be assigned without the Limitless Producers’ consent. Section 365(c) of the Bankruptcy Code provides, in relevant part:

The Trustee may not assume or assign any executory contract or unexpired lease of the debtor, whether or not such contract or lease prohibits or restricts assignment of rights or delegation of duties, if –

(1)(A) applicable law excuses a party, other than the debtor, to such contract or lease from accepting performance from or rendering performance to an entity other than the debtor or the debtor in possession, whether or not such contract or lease prohibits or restricts assignment of rights or delegation of duties; and

(B) such party does not consent to such assumption or assignment.

11 U.S.C. § 365(c).

Section 365(c) relies on applicable state law regarding whether a contract can be assigned. The Term Sheets and/or Producer Agreements are governed by California law under their choice of law provisions. Under California law, “an executory contract for personal services involving a personal relation of confidence between the parties, or involving liabilities or duties, which in express terms impute or indicate reliance on the character and personal ability of the parties, cannot be assigned.” Coykendall v. Jackson, 17 Cal. App. 2d 729, 731 (Cal. App. 1936).

The inclusion of provisions in a contract permitting assignment under limited circumstances does not necessarily avoid the result that it is not assignable. See Montgomery v. De Picot, 590 Cal. 509, 512 (Cal. 1908) (general provisions in contract permitting assignment not conclusive of the issue of assignability where intent of the parties and overall tenor of the contract call for performance of obligation that is personal in nature). The intention of parties regarding whether a contract is for personal services “must be gathered from a consideration of the terms and the entire tenor of the contract.” Davis v. Basalt Rock Co., 107 Cal. App 2d 436, 444-45 (Cap. App. 1951).

Here, the Producer Agreement and related agreements as may be amended rely on the character and ability of DFP (or such other studios) to perform all obligations thereunder. As



such, these agreements are contracts for personal services that cannot be assigned without the Limitless Producers' consent. It was always the expectation of Limitless Producers that they were entering into Producer Agreements with DFP specifically. In doing so, Producers were relying on the experience and expertise of the management of DFP (and Relativity) in producing, marketing, and distributing films for theatrical release.

**E. Adequate Assurance of Future Performance**

In addition, the Bankruptcy Code permits assignment of an executory contract or unexpired lease only if "adequate assurance of future performance by the assignee of such contract or lease is provided." 11 U.S.C. § 365(f)(2)(B). Thus, even if the Term Sheet or Producer Agreement could be assumed and assigned without the Limitless Producers' consent, this cannot be done without providing the Limitless Producers reasonable assurance that the assignee will be able to perform. The Limitless Producers have not received anything that would establish that the Stalking Horse – which is a special purpose entity with no track record, will be able to perform the obligations involved in the Producer Agreements. Indeed, it is difficult to even address the adequacy of the assurances provided, because the Debtors have not provided any meaningful assurances at all. Unless the Debtors can demonstrate that non-debtor parties have been provided detailed information regarding the Stalking Horse, which actually demonstrates an ability to perform, any substantive consideration of adequate assurance is premature. The Adequate Assurance Packet is only six pages long, much of which summarizes the Debtors' expected sale process. The only substantive information provided is a brief summary of the entities that formed the Stalking Horse, and a statement that the equity holders of the Stalking Horse will fund it with \$60 million to \$80 million in working capital.

Unless and until the Limitless Producers consent to assignment, and are provided with meaningful, detailed adequate assurance appropriate to the size and scope of their agreement,

the requested assumption and assignment must be denied.

### **III. LIMITED OBJECTION AND RESERVATION OF RIGHTS AS TO SALE**

Finally, the Limitless Producers and BOTY object to the proposed Sale to the extent that it contemplates a sale free and clear of their contractual and legal rights. As a preliminary matter, it appears that unless a contract related to the Debtors' "Business" (as defined in the APA) is designated as an Excluded Asset, or is subject to a pending motion to reject, it will be sold to the Stalking Horse as part of the Sale. Section 2.1(b) of the APA provides for a sale of the "Sellers' business, assets, properties, contractual rights, goodwill, going concern value, rights and claims used or held for use in the Business (other than the Excluded Assets) as of the Closing, including . . . (v) the Purchased Intellectual Property; [and] (vi) the Purchased Contracts . . . ." The term, "Purchased Contracts" is defined as "all Contracts of Sellers used or held for use in or related to the Business that are unexpired as of the Closing Date and have not been rejected (or the subject of a pending rejection motion) by Sellers or designated as Excluded Assets on Schedule 2.2(i)." Section 2.2(i) has not yet been filed with the Court. In addition, the Stalking Horse Bidder will be assuming "all Liabilities of Sellers under the Purchase Contracts that arise from and after the Closing" and "any cure amounts that Purchaser is required to pay pursuant to Section 2.6."

As discussed above, the Limitless Producers and BOTY do not object to the proposed sale to the Stalking Horse to the extent that (a) the proposed sale includes any Purchased Contracts that are owned by the Debtors, (b) the Stalking Horse agrees to assume all liabilities and obligations thereunder (and the Debtors assume all unpaid amounts that accrue or otherwise arise prior to the Closing Date), and (c) the Stalking Horse Bidder provides adequate assurance of future performance. However, the Limitless Producers and BOTY do object to any sale that purports to sell any rights related to Limitless (including any prequels, sequels, television shows, or other

derivative works) free and clear of any liens, claims, interests or encumbrances including contractual obligations to the Limitless Producers and BOTY, and any liens filed by the various Guilds. Specifically, in addition to their right to continue to receive compensation under the various agreements and applicable law, the Limitless Producers have certain rights under the Producer Agreement including, without limitation, the right of first negotiation to engage Scott Kroopf and Leslie Dixon as producers of any sequel, prequels, motion pictures, television production, or direct to video production, remakes, among other things. Similarly, BOTY has a similar right of first negotiation to write any sequel, prequel or remake of Limitless. The Limitless Producers and BOTY have certain additional rights under the Producer Agreements and the Writer Agreements, and related documents, respectively, which cannot be impaired as a result of the proposed sale to the Stalking Horse. The Limitless Producers and BOTY reserve all rights in connection with the foregoing in an abundance of caution.

### **CONCLUSION**

As set forth above, the Limitless Producers object to the proposed assumption and assignment of the Term Sheet to the extent that the Term Sheet was superseded by the Team Producer Agreement dated March 2010 entered into with DFP – a non-debtor entity. To the extent that DFP did not assign any rights to Manchester or any other third party, nothing contained in the Sale Motion, the APA, the Sale Order or any other pleading or document should relieve any non-debtor parties from their contractual or legal obligations due the Limitless Producers.

Alternatively, to the extent that any of the Debtors retained any contracts with the Limitless Producers, then those contracts cannot be assumed and assigned to the Stalking Horse unless (a) all amounts owed thereunder have been cured, and (b) the Stalking Horse provides adequate assurance of future performance. At the present time, it is impossible to determine the

“cure amounts” because quarterly reports have not been received for the periods ending June 30, 2015, and September 30, 2015. In order to obtain a complete and accurate accounting of any liability, the Limitless Producers requires production of these quarterly reports. Thus, to the extent that such contracts can be assigned, then the Limitless Producers request that the Court order the Debtors to reserve sufficient funds to satisfy any cure obligations.

Finally, while the Limitless Producers and BOTY do not object to the proposed sale to the Stalking Horse provided that: (a) the proposed sale includes any Purchased Contracts under which the Debtors are presently obligated; (b) the Stalking Horse agrees to assume all liabilities and obligations thereunder (and the Debtors cure all unpaid amounts that arose or accrued prior to the Closing Date); and (c) the Stalking Horse provides adequate assurance of future performance. However, the Limitless Producers and BOTY object to any sale that purports to sell any assets including Purchased Contracts related to Limitless (e.g., prequels, sequels, television shows, or other derivative works), free and clear of any contractual or legal rights including without limitation any rights of first refusal or to continue to receive payment of any participations, residuals or other compensation due the Limitless Producers and BOTY.

Los Angeles, California

Dated: September 30, 2015

Respectfully submitted,

**VENABLE LLP**

*Counsel for Counsel to Boy of the Year, Inc. and  
Many Rivers Productions, Inc.*

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# **EXHIBIT A**

## Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = dark fields

Search Results: Displaying 1 of 23 entries

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*Dark fields / by Leslie Dixon.*

Type of Work: Recorded Document

Document Number: V3587D287

Date of Recordation: 2010-03-10

Entire Copyright Document: V3587 D287 P1-7

Date of Execution: as of 9Mar10; 4Mar10

Title: Dark fields / by Leslie Dixon.

Notes: Copyright mortgage and assignment.

Party 1: Dark Fields Productions, LLC.

Party 2: Union Bank, NA.

Names: Dark Fields Productions, LLC.

Union Bank, NA.

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Labelled View

*Dark fields.*

Type of Work: Recorded Document

Document Number: V3589D584

Date of Recordation: 2010-03-18

Entire Copyright Document: V3589 D584 P1-7

Date of Execution: as of 17Mar10; 16Mar10

Title: Dark fields.

Notes: Amended and restated copyright mortgage and assignment.

Party 1: Dark Fields Productions, LLC.

Party 2: Union Bank, NA.

Names: Dark Fields Productions, LLC.

Union Bank, NA.

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*Dark fields.*

Type of Work: Recorded Document

Document Number: V3588D922

Date of Recordation: 2010-03-24

Entire Copyright Document: V3588 D922 P1-22

Date of Execution: as of 22Mar10; date of cert.: 23Mar10

Title: Dark fields.

Notes: Security agreement.

Party 1: Dark Fields Productions, LLC.

Party 2: Directors Guild of America, Inc.

Names: Dark Fields Productions, LLC.

Directors Guild of America, Inc.

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Dark fields.

Type of Work: Recorded Document

Document Number: V3587D814

Date of Recordation: 2010-04-02

Entire Copyright Document: V3587 D814 P1-22

Date of Execution: as of 12Mar10

Title: Dark fields.

Notes: Security agreement.

Party 1: Dark Fields Productions, LLC.

Party 2: Screen Actors Guild, Inc.

Names: Dark Fields Productions, LLC.

Screen Actors Guild, Inc.

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*Dark fields / by Leslie Dixon et al.*

Type of Work: Recorded Document

Document Number: V3588D033

Date of Recording: 2010-04-12

Entire Copyright Document: V3588 D033 P1

Date of Execution: as of 26Mar10

Title: Dark fields / by Leslie Dixon et al.

Notes: Assignment.

Party 1: Relativity Development, LLC.

Party 2: Dark Fields Productions, LLC.

Names: Relativity Development, LLC.

Dark Fields Productions, LLC.

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*Dark fields.*

Type of Work: Recorded Document

Document Number: V3588D034

Date of Recordation: 2010-04-12

Entire Copyright Document: V3588 D034 P1

Date of Execution: as of 13Nov09

Title: Dark fields.

Notes: Short form Assignment.

Party 1: Relativity Media, LLC.

Party 2: Dark Fields Productions, LLC.

Names: Relativity Media, LLC.

Dark Fields Productions, LLC.

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Type of Work: Recorded Document

Document Number: V3589D553

Date of Recordation: 2010-04-30

Entire Copyright Document: V3589 D553 P1-2

Date of Execution: as of 26Mar10; date of cert.: 5May10

Title: Dark fields.

Notes: Security agreement & copyright mortgage.

Party 1: Dark Fields Productions, LLC.

Party 2: Universal City Studios Productions, LLLP.

Names: Dark Fields Productions, LLC.

Universal City Studios Productions, LLLP.

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*Dark fields.*

Type of Work: Recorded Document

Document Number: V3589D554

Date of Recordation: 2010-04-30

Entire Copyright Document: V3589 D554 P1-2

Date of Execution: as of 26Mar10; date of cert.: 5May10

Title: Dark fields.

Notes: Distributor short-form copyright license.

Party 1: Dark Fields Productions, LLC.

Party 2: Universal City Studios Productions, LLLP.

Names: Dark Fields Productions, LLC.

Universal City Studios Productions, LLLP.

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Dark fields.

Type of Work: Recorded Document

Document Number: V3590D314

Date of Recordation: 2010-05-20

Entire Copyright Document: V3590 D314 P1-2

Date of Execution: as of 26Mar10; date of cert.: 18May10

Title: Dark fields.

Notes: Distributor short-form copyright license.

Party 1: Dark Fields Productions, LLC.

Party 2: Universal City Studios Productions, LLLP.

Names: Dark Fields Productions, LLC.

Universal City Studios Productions, LLLP.

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Dark fields.

Type of Work: Recorded Document

Document Number: V3590D315

Date of Recordation: 2010-05-20

Entire Copyright Document: V3590 D315 P1-2

Date of Execution: as of 26Mar10; date of cert.: 18May10

Title: Dark fields.

Notes: Security agreement and copyright mortgage.

Party 1: Dark Fields Productions, LLC.

Party 2: Universal City Studios Productions, LLLP.

Names: Dark Fields Productions, LLC.

Universal City Studios Productions, LLLP.

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*Dark Fields / by Leslie Dixon.*

Type of Work: Recorded Document

Document Number: V3591D840

Date of Recordation: 2010-06-11

Entire Copyright Document: V3591 D840 P1-5

Date of Execution: as of 24Feb10; date of cert.: 18May10

Title: Dark Fields / by Leslie Dixon.

Notes: Mortgage of copyright and security agreement.

Party 1: Dark Fields Productions, LLC & Relativity Media, LLC.

Party 2: Fireman's Fund Insurance Company & International Film Guarantors, LLC.

Names: Dark Fields Productions, LLC

Relativity Media, LLC.

Fireman's Fund Insurance Company

International Film Guarantors, LLC.

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Labeled View

*Dark fields.*

Type of Work: Recorded Document

Document Number: V3597D592

Date of Recordation: 2010-12-15

Entire Copyright Document: V3597 D592 P1-3

Date of Execution: as of 18Nov10

Title: Dark fields.

Notes: Release and assignment of security agreement and copyright mortgage and short-form copyright license. Doc. refers to V3589 D553 & V3589 D554.

Party 1: Universal City Studios Productions, LLLP.

Party 2: Dark Fields Productions, LLC.

Names: Universal City Studios Productions, LLLP.

Dark Fields Productions, LLC.

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Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = dark fields

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Labeled View

Limitless.

Type of Work: Recorded Document

Document Number: V3602D850

Date of Recordation: 2011-04-29

Entire Copyright Document: V3602 D850 P1-2

Date of Execution: effective as of 18Mar11

Title: Limitless.

Notes: Security agreement and copyright mortgage.

Party 1: Dark Fields Productions, LLC.

Party 2: RML Distribution Domestic, LLC.

Names: Dark Fields Productions, LLC.

RML Distribution Domestic, LLC.

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Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = dark fields

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*Dark fields. Pau 3-462-212 et al.*

Type of Work: Recorded Document

Document Number: V3604D397

Date of Recordation: 2011-06-03

Entire Copyright Document: V3604 D397 P1

Date of Execution: as of 9May11

Registration Number Not Verified: PAu 3-462-212 et al.

Title: Dark fields. PAu 3-462-212 et al.

Notes: Release of amended and restated copyright mortgage and assignment. Doc. refers to V3589 D584, recorded 18Mar10.

Party 1: Union Bank, NA.

Party 2: Dark Fields Productions, LLC.

Names: Union Bank, NA.

Dark Fields Productions, LLC.

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Limitless.

Type of Work: Recorded Document

Document Number: V3599D010

Date of Recording: 2011-07-06

Entire Copyright Document: V3599 D010 P1-5

Date of Execution: as of 5Jul11; date of cert.: 5Jul11

Title: Limitless.

Notes: Copyright mortgage and power of attorney.

Party 1: RML Distribution-Domestic, LLC & Dark Fields Productions, LLC.

Party 2: Manchester Securities Corporation.

Names: RML Distribution-Domestic, LLC

Dark Fields Productions, LLC.

Manchester Securities Corporation.

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# Public Catalog

Copyright Catalog (1978 to present)

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*Dark fields.*

Type of Work: Recorded Document

Document Number: V3605D733

Date of Recordation: 2011-07-13

Entire Copyright Document: V3605 D733 P1

Date of Execution: 30Jun11; date of cert.: 30Jun11

Title: Dark fields.

Party 1: International Film Guarantors, LLC & Fireman's Fund Insurance Company.

Party 2: Dark Fields Productions, LLC.

Names: International Film Guarantors, LLC

Fireman's Fund Insurance Company.

Dark Fields Productions, LLC.

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Dark Fields :

Type of Work: Recorded Document

Document Number: V3605D994

Date of Recordation: 2011-07-26

Entire Copyright Document: V3605 D994 P1-24

Date of Execution: as of 24Mar10

Title: Dark Fields : n.k.a. Limitless.

Notes: Dark Fields & 1 other title. Security Agreement.

Party 1: Dark Fields Productions, LLC.

Party 2: Writers Guild of America, West, Inc. for and o.b.o. Writers Guild of America, East, Inc.

Other Title: Dark Fields  
Limitless.

Names: Dark Fields Productions, LLC.  
Writers Guild of America, West, Inc.  
Writers Guild of America, East, Inc.

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## Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = dark fields

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*Limitless : p.k.a. Dark fields.*

Type of Work: Recorded Document

Document Number: V3607D313

Date of Recordation: 2011-08-26

Entire Copyright Document: V3607 D313 P1-2

Date of Execution: 24Aug11; as of 25Aug11

Title: Limitless : p.k.a. Dark fields.

Notes: Limitless & 1 other title. Copyright mortgage and assignment.

Party 1: Dark Fields Productions, LLC.

Party 2: Union Bank, NA.

Other Title: Limitless

Dark fields.

Names: Dark Fields Productions, LLC.

Union Bank, NA.

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Copyright Catalog (1978 to present)

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Limitless : a.k.a. Dark fields.

Type of Work: Recorded Document

Document Number: V3608D022

Date of Recordation: 2011-09-09

Entire Copyright Document: V3608 D022 P1-3

Date of Execution: as of 2Sep11

Title: Limitless : a.k.a. Dark fields.

Notes: Limitless & 1 other title. Partial release of security interest under copyright mortgage & power of attorney (limitless) Document refers to V3599 D010, recorded 6Jul11.

Party 1: Manchester Securities Corporation.

Party 2: Dark Fields Productions, LLC, RML Distribution Domestic, LLC & Dark Fields.

Other Title: Limitless

Dark fields.

Names: Manchester Securities Corporation.

Dark Fields Productions, LLC

RML Distribution Domestic, LLC

Dark Fields.

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# Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = dark fields

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*Limitless- Original Motion Picture Soundtrack.*

Type of Work: Music

Registration Number / Date: PA0001785489 / 2012-04-09

Application Title: Limitless- Original Motion Picture Soundtrack.

Title: Limitless- Original Motion Picture Soundtrack.

Description: Compact disk (CD)

Copyright Claimant: Relativity Music Group, LLC, Transfer: By written agreement. Address: 8899 Beverly Boulevard, West Hollywood, CA, 90048, United States.

Date of Creation: 2011

Date of Publication: 2011-03-15

Nation of First Publication: United States

Authorship on Application: Dark Fields Productions, LLC, employer for hire; Domicile: United States; Citizenship: United States. Authorship: music.

Contents: Opening (from Limitless)

Happy Pills.

Trading Up.

Eddie Knows What To Do.

Trippy.

Hiring Eddie.

Limitless.

Coming Up.

Trashed Hotel.  
Phone Tap.

Apartment Carnage.

Eddie Is Sick.

You Want More?

Eddie's Back.

Gennady Drop In.

Psyched.

**Names:** Dark Fields Productions, LLC  
Relativity Music Group, LLC

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Limitless.

Type of Work: Motion Picture

Registration Number / Date: PA0001797689 / 2012-05-21

Application Title: Limitless.

Title: Limitless.

Description: 6 Film reels ; 35mm.

Copyright Claimant: Dark Fields Productions, LLC. Address: 8899 Beverly Blvd #510, West Hollywood, CA, 90048, United States.

Date of Creation: 2010

Date of Publication: 2011-03-08

Nation of First Publication: United States

Authorship on Application: Dark Fields Productions, LLC, employer for hire; Domicile: United States; Citizenship: United States. Authorship: editing/editor, direction/director, script/screenplay, production/producer, entire motion picture, cinematography/cinematographer.

Rights and Permissions: Relativity Media, LLC, 8899 Beverly Blvd #510, West Hollywood, CA, 90048, United States

Copyright Note: C.O. correspondence.

Names: Burger, Neil

Dark Fields Productions, LLC



Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = dark fields

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No title given.

Type of Work: Recorded Document

Document Number: V3616D726

Date of Recordation: 2012-06-01

Entire Copyright Document: V3616 D726 P1-4

Date of Execution: as of 30May12; date of cert.: 1Jun12

Title: No title given.

Notes: Short form assignment of transferred assets.

Party 1: Relativity Media, LLC, Dear John, LLC, Warrior Way, LLC, Fighter, LLC, Season of the Witch, LLC, Season of the Witch Distributions, LLC, Season of the Witch Productions, LLC, American Kids, LLC, Dark Fields Productions, LLC, MacGruber, LLC, My Soul to Take, LLC, Five Continents Imports, LLC, War of the Gods, LLC, War of the Gods Productions, LLC, War of Gods Distributions, LLC, Relativity Rogue, LLC, Relativity Jackson, LLC, RML Distribution Domestic, LLC, RML Distribution International, LLC, RML Acquisitions I, LLC, Relativity Media Distribution, LLC, Relativity Development, LLC & Catfish Productions, LLC.

Party 2: Manchester Library Company, LLC.

Names: Relativity Media, LLC

Dear John, LLC

Warrior Way, LLC

Fighter, LLC

Season of the Witch, LLC

[War of Gods Distributions, LLC](#)  
[Relativity Rogue, LLC](#)  
[Relativity Jackson, LLC](#)  
[RML Distribution Domestic, LLC](#)  
[RML Distribution International, LLC](#)  
[RML Acquisitions I, LLC](#)  
[Relativity Media Distribution, LLC](#)  
[Relativity Development, LLC](#)  
[Catfish Productions, LLC.](#)  
[Manchester Library Company, LLC.](#)



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*The fighter & 29 other titles.*

Type of Work: Recorded Document

Document Number: V3617D065

Date of Recordation: 2012-06-12

Entire Copyright Document: V3617 D065 P1-5

Date of Execution: effective as of 30May12; date of cert.: 12Jun12

Title: The fighter & 29 other titles.

Notes: Amended and restated short form assignment.

Party 1: Relativity Media, LLC, Dear John, LLC, Warrior Way, LLC, Fighter, LLC, Season of the Witch, LLC, Season of the Witch Distributions, LLC, Season of the Witch Productions, LLC, American Kids, LLC, Dark Fields Productions, LLC, MacGruber, LLC, My Soul to Take, LLC, Five Continents Imports, LLC, War of the Gods, LLC, War of Gods Productions, LLC, War of Gods Distributions, LLC, Relativity Rogue, LLC, Relativity Jackson, LLC, RML Distribution Domestic, LLC, RML Distribution International, LLC, RML Acquisitions I, LLC, Relativity Media Distribution, LLC, Relativity Development, LLC & Catfish Productions, LLC.

Party 2: Manchester Library Company, LLC.

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# Copyright

United States Copyright Office

This list contains titles in document **V3617D065**

Document title: The fighter & 29 other titles.

The complete document is: **V3617 D065 P1-5**

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List of titles:

- 001 The fighter.
  - 002 Dear John.
  - 003 Limitless.
  - 004 The strangers.
  - 005 Doomsday.
  - 006 Season of the witch.
  - 007 Jet Li's fearless.
  - 008 Assault on Precinct 13.
  - 009 Balls of fury.
  - 010 Waist deep.
  - 011 The hitcher.
  - 012 Deliver us from Eva.
  - 013 Take me home tonight.
  - 014 Skyline.
  - 015 Unleashed.
  - 016 Warrior's way.
  - 017 Cry wolf.
  - 018 Dave Chappelle's block party.
  - 019 The return.
  - 020 Judy Moody.
  - 021 Altered.
  - 022 Immortals.
  - 023 Shark Night 3D.
  - 024 Haywire.
  - 025 The unborn.
  - 026 Last house on the left.
  - 027 Fighting.
  - 028 MacGruber.
  - 029 My soul to take.
  - 030 Catfish.
-